

SEPARATION AND RELEASE OF CLAIMS AGREEMENT - Debra Lenik

This Separation and Release of Claims Agreement ("**Agreement**") is entered into by and between **MAGFEST, INC.**, a Maryland nonprofit corporation and its present and former officers, directors, individually and in their official capacities (collectively referred to as "**MAGFest**"), and **DEBRA LENIK** ("**Employee**") (MAGFest and the Employee are collectively referred to as the "**Parties**").

Employee's last day of employment with MAGFest is December 28, 2020 (the "**Separation Date**"), after which Employee will not represent herself as being an employee, officer, or representative of MAGFest for any purpose. Except as otherwise set forth in this Agreement, the Separation Date is the employment termination date for Employee for all purposes, meaning Employee is not entitled to any further compensation or other benefits from MAGFest, except as provided herein.

1. Return of Property. No later than five (5) days after the Separation Date, Employee must return all MAGFest property, including identification cards or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, credit cards, electronically stored documents or files, physical files, and any other MAGFest property in her possession.

2. Employee Representations. Employee states that she: (a) has not filed any claims or actions of any kind against the MAGFest with any federal, state, or local court or government agency; (b) has not made any claims or allegations to MAGFest related to sexual harassment or sex discrimination, and that none of the payments set forth in this Agreement are related to such, and (c) has received all salary and other compensation due to her, with the exception of Employee's final payroll check for salary through and including the Separation Date, which will be paid in accordance with Section 3(a) of this Agreement.

3. Separation Benefits. MAGFest agrees to provide the following benefits to Employee:

(a) Continued payment of Employee's base salary in accordance with MAGFest's regular payroll practices, less all relevant taxes and other withholdings, for a period of four (4) weeks starting on the first payroll date following the Effective Date (defined below).

(b) Continued participation in Employee's current healthcare plan sponsored by MAGFest upon a timely and proper election for continuing coverage under COBRA so long as Employee continues to pay premiums to MAGFest at the contribution level in effect for active employees until the earliest of: (i) the expiration of two (2) months following the Separation Date or (ii) the date Employee becomes covered under another employer's health plan. At the end of this period, to the extent permitted under COBRA, Employee may be eligible to continue coverage, but Employee will be responsible for payment of the entire COBRA premium for the remainder of the applicable COBRA continuation period.

Employee acknowledges that these benefits exceed what she is otherwise entitled to receive on separation from employment, and that these benefits are being given as consideration in exchange for executing, and the non-revocation of, this Agreement, including the general release contained in it.

4. Release. Employee agrees that in consideration of the promises set forth in this Agreement, she will, and hereby does, forever and irrevocably release and discharge MAGFest, including its officers, directors, and employees, in their corporate and individual capacities (collectively, the "**Released Parties**"), from any and all claims, causes of actions, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown (collectively, "**Claims**"), that Employee may have or have ever had against the Released Parties, or any of them, arising out of or under, or in any way related to:

(a) General Release. Employee's employment or volunteer involvement with MAGFest, including her hiring, benefits, employment, termination, or separation from employment by reason of any actual or alleged act, omission, conduct, occurrence, or other matter from the beginning of time up to and including the Effective Date. Employee expressly acknowledges that this general release includes, but is not limited to, her intent to release the Released Parties from any claim under Title 20 of the State Government Article of the Maryland Annotated Code, applicable county and local law, and any other law prohibiting employment discrimination, or any claim of breach of contract (express or implied), wrongful or constructive discharge, or any other tort or statutory claim of whatever kind. However, this general release and waiver of claims excludes, and Employee does not waive, release, or discharge: (i) any right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission or other similar federal or

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state administrative agencies, although she waives any right to monetary relief related to any filed charge or administrative complaint and (ii) claims that cannot be waived by law, such as claims for unemployment benefit rights and workers' compensation. If Employee applies for unemployment benefits, MAGFest shall not actively contest it but MAGFest will respond truthfully, completely, and timely to any inquiries by the Maryland Department of Labor concerning Employee's separation.

(b) Specific Release of Age Discrimination in Employment Act (ADEA) Claims. The Age Discrimination in Employment Act (ADEA), as amended, and its implementing regulations. Specifically, Employee acknowledges and confirms that she: (i) has read this Agreement in its entirety and understands all of its terms; (ii) has been advised in writing to consult with an attorney of her choosing before signing this Agreement; (iii) knowingly, freely, and voluntarily agrees to all of the terms and conditions set out in this Agreement including, without limitation, the waiver, release, and covenants contained in it; (iv) is receiving good and valuable consideration in exchange for signing this Agreement, including the waiver and release; (v) was given at least twenty-one (21) days to consider the terms of this Agreement (although she may sign it sooner if desired and changes to this Agreement, whether material or immaterial, do not restart the running of the 21-day period); (vi) understands that she has seven (7) days after signing this Agreement to revoke the release in this paragraph by delivering notice of revocation to Peter Birtel, Executive Director, by email (paul.birtel@magfest.org) before the end of this seven-day period; and (vii) understands that the release contained in this paragraph does not apply to rights and claims that may arise after she signs this Agreement.

5. Effective Date. This Agreement shall not become effective until the day Employee signs, without revoking, this Agreement ("**Effective Date**"). No payments due to Employee under this Agreement shall be made or begin before the Effective Date.

6. No Admission of Liability. Nothing in this Agreement shall be construed as an admission by the MAGFest of any wrongdoing, liability, or noncompliance with any federal, state, city, or local rule, ordinance, statute, common law, or other legal obligation. The MAGFest specifically disclaims and denies any wrongdoing or liability to Employee.

7. Confidential Information. Employee's confidentiality obligations to MAGFest as may be more fully described in a Confidentiality Agreement between Employee and MAGFest, dated 5/27/2020 (the "**NDA**") will remain in full force and effect and include the following: (a) to treat all Confidential Information as strictly confidential; (b) not to directly or indirectly disclose or make available Confidential Information, or allow it to be disclosed or made available, in whole or part, to any entity or person whatsoever (including other employees of MAGFest) not having a need to know and authority to know and use the Confidential Information in connection with the business of MAGFest and, in any event, not to anyone outside of the direct employ of MAGFest; and (c) not to access or use any Confidential Information, and not to copy any documents, records, files, media, or other resources containing any Confidential Information, or remove any such documents, records, files, media, or other resources from MAGFest's premises or control. In the event of any inconsistency between this Agreement and the NDA, the statements in this Agreement shall control.

8. Governing Law, Jurisdiction, and Venue. This Agreement and all matters arising out of or relating to this Agreement and Employee's employment or termination of employment with MAGFest, whether sounding in contract, tort, or statute, for all purposes shall be governed by and construed in accordance with the laws of Maryland (including its statutes of limitations) without regard to any conflicts of laws principles that would require the laws of any other jurisdiction to apply. Any action or proceeding by either of the Parties to enforce this Agreement shall be brought only in any state or federal court located in the state of Maryland, city of Baltimore. The Parties hereby irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

9. Miscellaneous. Unless specifically provided herein, this Agreement contains all of the understandings and representations between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous understandings, discussions, agreements, representations, and warranties, both written and oral, regarding such subject matter; No provision of this Agreement may be amended or modified unless the amendment or modification is agreed to in writing and signed by the

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Parties. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, or enforceable only if modified, such finding shall not affect the validity of the remainder of this Agreement, which shall remain in full force and effect and continue to be binding on the Parties. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart's signature page of this Agreement email in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document has the same effect as delivery of an executed original of this Agreement.

10. **Notices.** All notices under this Agreement must be given in writing by personal delivery or receipted email at the addresses indicated in this Agreement or any other address designated in writing by either Party. When providing written notice to MAGFest, a copy must be provided to MAGFest's executive director and attorneys at the addresses below.

If to MAGFest: MAGFest, Inc.
Attn: Executive Director
10451 Mill Run Circle
Suite 400
Owings Mills MD, 21117

If to Employee: Debra Lenik
[REDACTED]

With a copy to: Foundry General Counsel PLLC
907 Shady Drive SE
Vienna, VA 22180
team@foundrygc.com

11. **Acknowledgment of Full Understanding.** EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS FULLY READ, UNDERSTANDS, AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF HER CHOICE BEFORE SIGNING THIS AGREEMENT. EMPLOYEE FURTHER ACKNOWLEDGES THAT HER SIGNATURE BELOW IS AN AGREEMENT TO RELEASE MAGFEST FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date below.

MAGFEST, INC.

By _____

Name: Paul Birtel

Title: Executive Director

EMPLOYEE

Signature: _____

Print Name: Debra Lenik

Date: